

A. G. Contract No. KR0753TRN  
ADOT ECS File No.: JPA 99-53  
Project: ~~HX067-01C~~  
Section: I-40B @ Florida Street

CORRECT # 13

HX080 01C

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF HOLBROOK

THIS AGREEMENT is entered into 10 AUGUST 1999,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and the CITY OF HOLBROOK, acting by and through its MAYOR and CITY COUNCIL  
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to design, construct, operate and maintain a new warranted traffic signal at the intersection of I-40B at Florida Street in the City, at an estimated cost of \$120,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23467  
Filed with the Secretary of State  
Date Filed: 08/16/99

Betty Gayles  
Secretary of State

By Vicky D. Greenwood

## II. SCOPE

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the signal Project. Incorporate City review comments.

b. Call for bids and award one or more construction contracts for the signal Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications, and be responsible for its proportionate share of same. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the signal Project on behalf of the parties hereto, and provide maintenance to the signal.

d. Upon completion, invoice the City for its fifty percent (50%) share of the cost of the signal Project, in an amount currently estimated at \$60,000.00.

### 2. The City will:

a. Review the Project design documents and provide comments.

b. Be responsible for fifty percent (50%) of the cost of the signal project construction cost, in an amount currently estimated at \$60,000.00.

c. Upon completion of the Project provide electrical energy to operate the signal, and grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of pavement markings and loop detectors.

d. Upon completion of the Project, and within 30 days after receipt of an invoice, pay the State the City's fifty percent (50%) share for the cost of the signal Project, in an amount currently estimated at \$60,000.00. Be responsible for its proportionate share of any signal Project related construction contract modifications, and for any contractor claims for extra compensation attributable to the City.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Holbrook  
Public Works Director  
PO Box 970  
Holbrook, AZ 86025-0970

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF HOLBROOK

STATE OF ARIZONA  
Department of Transportation

By   
CLAUIDA MAESTAS  
Mayor

By   
MICHAEL P. MANTHEY  
State Traffic Engineer

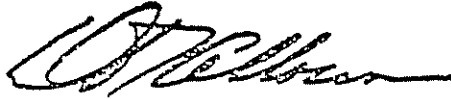
ATTEST

By   
FERN LARSON  
City Clerk

RESOLUTION

BE IT RESOLVED on this 15th day of April 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Holbrook for the purpose of defining responsibilities for constructing a new traffic signal at B-40 at Florida Street in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

1 MINUTES OF THE REGULAR MEETING OF THE  
2 HOLBROOK CITY COUNCIL HELD ON JUNE 22, 1999  
3  
4

5 CALL TO ORDER:  
6

7 Mayor Bork called the meeting to order at 7:10 p.m. Councilman Font led the Pledge of  
8 Allegiance and Councilwoman Gray offered the opening prayer.

9 ROLL CALL:

10 Mayor Vic Bork; Vice-Mayor Glen Holden; Councilwoman Zelda Gray; and Councilmen  
11 Rick Berry, Jeff Font, David Harmon, and Spike Simmons.

12 CITY STAFF:

13 City Manager Roy Hunt, City Attorney Morgan Brown, Finance Director Blaine Hatch,  
14 Public Works Director Gilbert Tafoya, Community Development Director Joe Rye, and  
15 City Clerk Fern Larson.

16 MINUTES:

17 Minutes of the work session of June 1, 1999, the work session of June 3, 1999, the  
18 work session of June 8, 1999, the regular meeting of June 8, 1999, and the special  
19 meeting of June 10, 1999, were presented for review. Councilman Harmon moved to  
20 accept the minutes as presented. The motion was seconded by Councilman Simmons  
21 and carried unanimously.

22 CEREMONIALS/ANNOUNCEMENTS/PRESENTATIONS:

23 Commemorative chairs were presented to former Mayor Claudia Maestas and former  
24 Councilman Frankie Maestas in recognition of their service to the community.

25 PETITIONS FROM THE PUBLIC:

26 None at this time

1 (Item #E).

2 Manager Hunt advised that the Senior Citizen Center solicited for bids to repair their  
3 roof and it came in at \$30,000. They have raised about \$10,000 and are requesting  
4 financial assistance from the City for at least a portion of the balance. After discussion  
5 and clarification, Councilman Harmon moved to pay the difference between the total  
6 project and what the Senior Citizen Center has raised. The motion was seconded by  
7 Councilman Font. A roll call vote was held with the following results: Councilman Font,  
8 "aye"; Councilwoman Gray, "aye"; Councilman Simmons, "aye"; Councilman Berry,  
9 "aye"; Councilman Harmon, "aye"; Vice Mayor Holden, "aye"; and Mayor Bork, "aye".

10 (Item #F).

11 Councilman Harmon moved to expend \$250.00 to participate with a booth at the annual  
12 Festival of Cities & Towns, and to pay registration for those individuals representing the  
13 City at this function. The motion was seconded by Councilman Font and carried  
14 unanimously.

15 (Item #G).

16 Councilman Simmons moved to accept the recommendations of the Planning  
17 Commission and City staff and approve a variance permit to allow the construction of a  
18 garage in the side setback at 1920 McLaws Road. The motion was seconded by  
19 Councilman Harmon and carried unanimously.

20 (Item #H).

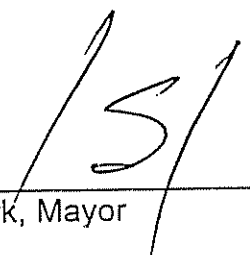
21 Councilman Simmons moved to approve the intergovernmental agreement with the  
22 Department of Transportation for a traffic signal on Navajo Boulevard at Florida Street.  
23 The motion was seconded by Councilwoman Gray and carried unanimously

1 POST EXECUTIVE SESSION:

2 Vice Mayor Holden moved to adjourn the executive session. The motion was seconded  
3 by Councilman Font and carried unanimously. The Council reconvened into regular  
4 session at 9:10 p.m.

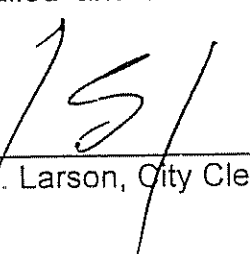
5 ADJOURNMENT:

6 There being no further business to come before the Council at this time, Councilman  
7 Font moved to adjourn the regular meeting and reconvene the work session. The  
8 motion was seconded by Councilman Berry and carried unanimously. The regular  
9 meeting adjourned at 9:10 p.m.

10  
11  
12   
13 \_\_\_\_\_  
14 Vic Bork, Mayor

15 CERTIFICATION:

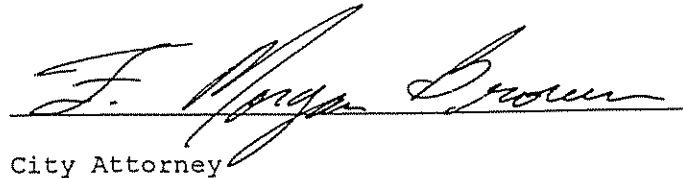
16 I hereby certify that the foregoing minutes are a true and correct copy of the minutes  
17 of the regular meeting of the Holbrook City Council held on the 22nd day of June, 1999.  
18 I further certify that the meeting was duly called and held and that a quorum was  
19 present.

20  
21   
22 \_\_\_\_\_  
23 Fern E. Larson, City Clerk  
24

APPROVAL OF THE HOLBROOK CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF HOLBROOK and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 22<sup>nd</sup> day of June, 1999.

  
City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-0753TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 9, 1999.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/82326

Enc.